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GIBBS LAW GROUP LLP
Steven M. Tindall (SBN 187862)
Amanda M. Karl (SBN 301088)
1111 Broadway, Suite 2100
Oakland, California 94607
Telephone: (510) 350-9700
Fax: (510) 350-9701
smt@classlawgroup.com
amk@classlawgroup.com

FILED
Superior Court of California
County of Sacramento
04/04/2024
T. Shaddix, Deputy

Attorneys for Plaintiff Luis Palencia Caba

Additional Counsel Listed on Next Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

LUIS PALENCIA CABA and MARIA GAMEZ-
MARTINEZ,

Plaintiffs,

vs.

CALERES, INC., a New York corporation,
BG Retail, LLC, a Delaware corporation,
KATHY MARTIN, an individual, and DOES 1-
10,

Defendants.

Case No.: 34-2021-00301944

Assigned for all purposes to Jill H. Talley, Dept. 23

**[PROPOSED] ORDER GRANTING (1)
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT; AND (2) MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS; JUDGMENT**

[Filed concurrently with Motion for Final Approval;
Motion for Attorneys' Fees, Costs and Expenses,
and Class Representative Enhancement Payments;
Declarations of Steven Tindall, Mark Yablonovich,
John Douglas, Gamez-Martinez and Palencia Caba]

Date: March 22, 2024
Time: 9:00 a.m.
Dept.: 23

Motion Date and Time Set by Court Order of
November 9, 2023

1 DOUGLAS LAW OFFICES

2 John H. Douglas (SBN 178966)

3 100 Pine Street, Suite 1250

4 San Francisco, California 94111

5 JDouglas@douglaslegal.com

6 Telephone: (415) 794-4751

7 Fax: (415) 795-3432

8 Attorneys for Plaintiff Luis Palencia Caba

9 LAW OFFICES OF MARK YABLONOVICH

10 Mark Yablonovich (SBN 186670)

11 Mark@Yablonovichlaw.com

12 Monica Balderrama (SBN 196424)

13 Monica@Yablonovichlaw.com

14 Tony Roberts (SBN 315595)

15 Tony@Yablonovichlaw.com

16 9595 Wilshire Boulevard, Suite 900

17 Beverly Hills, California 90212-2511

18 Telephone: (310) 286-0246 • Fax: (310) 407-5391

19 Attorneys for Plaintiff Maria Gamez-Martinez

1 This matter having come before the Court on March 22, 2024, for final approval of the parties’
2 Joint Stipulation of Class Action and PAGA Settlement and Release entered into by Plaintiffs Luis
3 Palencia Caba and Maria Gamez-Martinez (“Plaintiffs” or “Class Representatives”) and Defendants
4 Caleres, Inc. and BG Retail, LLC (“Defendants”), due and adequate notice having been given to the
5 Class Members as required by the November 9, 2023 Order granting the motion for preliminary
6 approval referred to as the “Preliminary Approval Order,” and the Court, having considered all the
7 papers filed and proceedings, having received no objections to the settlement, having determined that the
8 settlement is fair, adequate and reasonable, and otherwise being fully informed, **IT IS HEREBY**
9 **ORDERED:**

10 1. Judgment in this matter is entered in accordance with, and incorporates by reference,
11 the Parties’ Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement
12 Agreement”), which is attached as Exhibit 1 to the Declaration of Mark Yablonovich. Unless specified
13 otherwise, all capitalized terms used have the same meaning as defined in the Settlement Agreement.

14 2. The Court has jurisdiction over the subject matter of this proceeding and over all
15 Parties to this proceeding, including all Settlement Class Members.

16 3. The Court unconditionally certifies the following Settlement Class for settlement
17 purposes only: All non-exempt employees of Defendants employed at any Famous Footwear retail
18 store location in California at any time from June 4, 2017 through November 30, 2022.

19 4. The PAGA Group Member(s) consists of all non-exempt employees of Defendants
20 employed at any Famous Footwear retail store location in California at any time from October 13,
21 2019 through November 30, 2022.

22 5. Based on the Declaration of the Settlement Administrator, the Court finds that
23 distribution of notice of the settlement directed to the Class Members as set forth in the Settlement
24 Agreement has been completed in conformity with the Preliminary Approval Order. The class notice
25 program set forth in the Settlement Agreement and completed in conformity with the Preliminary
26 Approval Order provided due and adequate notice of the nature of the case, the proposed settlement,
27 and the other matters set forth in the Preliminary Approval Order. The notice program provided
28 adequate and appropriate notice to persons entitled to notice of the settlement and therefore fully

1 satisfied the requirements of due process as well as California Code of Civil Procedure § 382,
2 California Civil Code § 1781, and California Rule of Court 3.766. No Class Member has
3 requested exclusion. Accordingly, all Class Members are covered by and included within the
4 settlement and within this Order granting final approval and judgment (the “Final Approval Order and
5 Judgment”).

6 6. In assessing the fairness, adequacy, and reasonableness of the Settlement, the
7 Court considered several factors, including the strength of Plaintiffs’ case, the “risk, expense,
8 complexity and likely duration of further litigation,” Plaintiffs’ “risk of maintaining class
9 action status through trial, the amount offered in settlement, the extent of discovery completed
10 and the stage of the proceedings, the experience and views of counsel,” and “the reaction of
11 the class members to the proposed settlement.” *See Dunk v. Ford Motor Co.* (1996) 48
12 Cal.App.4th 1794, 1801; *see also In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.

13 7. No Class Member has objected to the settlement or the proposed award of attorneys’
14 fees, costs, or the Class and PAGA Representative Enhancement Payments. Based on the record as a
15 whole, the Court affirms the findings in the Preliminary Approval Order and finds that the settlement
16 is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the settlement
17 according to the terms set forth in the Settlement Agreement and this Final Approval Order and
18 Judgment. The Court finds that the settlement has been reached as a result of intensive, serious, and
19 non-collusive arm’s-length negotiations. In granting final approval of the Settlement Agreement, the
20 Court has considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the
21 allocation of settlement proceeds among the Class Members and PAGA Group Members, and the fact
22 that a settlement represents a compromise of the Parties’ respective positions rather than the result of a
23 finding of liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement
24 have no obvious deficiencies and do not improperly grant preferential treatment to any individual
25 Class Member.

26 8. Pursuant to the Settlement Agreement, Plaintiffs and all Class Members release all
27 Released Class Claims against the Released Parties.
28

1 9. As noted, the Court finds the terms of the settlement to be fair, reasonable, and
2 adequate. Within 14 calendar days of the Effective Date, Defendants shall deposit with Atticus
3 Administration, LLC (“Atticus”) the sum of \$2,600,000. Atticus shall disburse the settlement funds
4 represented by this payment in accordance with this Final Approval Order and Judgment and the terms
5 of the Settlement Agreement.

6 10. The Court finds that the Law Offices of Mark Yablonovich (LOMY), Gibbs Law
7 Group, LLP (GLG), and Douglas Law Offices (DLO) have the requisite qualifications, experience,
8 and skill to protect and advance the interests of the Settlement Class. (LOMY, GLG, and DLO
9 together are “Class Counsel”.) The Court therefore finds that counsel satisfy the professional and
10 ethical obligations attendant to the position of Class Counsel and appoints all counsel as counsel for the
11 Settlement Class.

12 11. In light of the absence of any objections to the request for attorneys’ fees and costs,
13 and pursuant to the terms of the Settlement Agreement and the authorities, evidence, and argument set
14 forth in Class Counsel’s application, an award of attorneys’ fees of \$866,666.66 as final payment for
15 and complete satisfaction of any and all attorneys’ fees owed to Class Counsel is granted. The Court
16 finds that Class Counsel’s request falls within the range of reasonableness and that the result achieved
17 justifies the award.

18 12. The Court finds that the division of attorneys’ fees as follows is appropriate. The Court
19 finds that LOMY is entitled to 50% of the fees awarded by the Court, i.e., \$433,333.33, and shall be
20 paid to the Law Offices of Mark Yablonovich; and GLG and DLO are together entitled to 50% of the
21 fees awarded by the Court, i.e., \$433,333.33, and shall be paid to Gibbs Law Group, LLP and Douglas
22 Law Offices. The payment of fees to Class Counsel shall be made in accordance with the terms of the
23 Settlement Agreement.

24 13. Pursuant to the terms of the Settlement Agreement and the authorities, evidence, and
25 argument set forth in Class Counsel’s application, an award of costs of \$40,909.34 as payment for
26 litigation costs incurred by Class Counsel is granted. The payment of costs to Class Counsel shall be
27 made in accordance with the terms of the Settlement Agreement.

1 14. The Court confirms its prior preliminary approval of Plaintiffs Luis Palencia Caba and
2 Maria Gamez-Martinez as the Class Representatives and orders payment in the amount of \$10,000 to
3 the Class Representative Luis Palencia Caba and \$10,000 to Class Representative Maria Gamez-
4 Martinez for their service as the class representatives and in exchange for general releases. The
5 payment of the Class and PAGA Representative Enhancement Payments shall be made in accordance
6 with the terms of the Settlement Agreement.

7 15. The Court approves the PAGA allocation of \$81,816 for the resolution of the PAGA
8 claims, of which 75% will be paid directly to the Labor and Workforce Development Agency
9 (“LWDA”) and 25% will be paid to the PAGA Group Members in accordance with the terms of the
10 Settlement Agreement.

11 16. The Court approves the payment of \$28,384 to Atticus for settlement administration
12 services in this matter.

13 17. The Court approves the payment of the entire Net Settlement Amount to Class
14 Members in accordance with the terms of the Settlement Agreement.

15 18. The Court approves the Parties’ recommendation that the total amount of
16 uncashed checks and residual amounts held by the Settlement Administrator following
17 completion of the settlement distribution plan to be paid to *cy pres* recipient California Rural
18 Legal Assistance (“CRLA”).

19 19. The Court sets a compliance hearing to confirm full administration of the settlement in
20 accordance with the Settlement Agreement and the terms of this Final Approval Order and
21 Judgment. The compliance hearing is set for 1/24/25 at 10:30 a.m. in Department 23,
22 of the above-captioned court, located at 816 6th Street, Sacramento, California 95814. The Court shall
23 approve the distribution of any residual funds at the time of the compliance hearing. Class Counsel
24 shall submit a compliance report five court days prior to the compliance hearing.

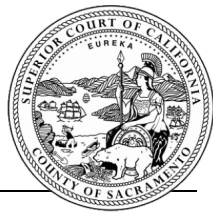
25 20. If this settlement does not become final and effective in accordance with the terms of
26 the Settlement Agreement, this Final Approval Order and Judgment and all orders entered in
27 connection herewith, shall be vacated and shall have no further force or effect.
28

1 21. Neither the Final Approval Order nor the Judgment in paragraph 20 below nor the
2 Settlement Agreement is, may be construed as, or may be used as, an admission or concession by or
3 against the Defendants, or any of the other Released Parties (as defined in the Settlement Agreement)
4 of the validity of any claim or any actual or potential fault, wrongdoing or liability.

5 22. Pursuant to Rule 3.769(h), California Rules of Court, the Court enters Judgment in this
6 action; provided, however, that without affecting the finality of the settlement or the Judgment entered,
7 this Court shall retain exclusive and continuing jurisdiction over the Action and the Parties, including
8 all PAGA Group Members, for purposes of enforcing and interpreting the Final Approval Order, the
9 Settlement Agreement, and the settlement funding and claims distribution process.

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11 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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13 Dated: 04/04/2024

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16 HON. JILL H. TALLEY
17 JUDGE OF THE SUPERIOR COURT
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